

10736-B 10736-B
RECORDATION NO. FILED 1425
JUL 24 1990 -2 05 PM 10736-C
10736-D

10736-A
RECORDATION NO. FILED 1425
JUL 24 1990 -2 05 PM
INTERSTATE COMMERCE COMMISSION

TRINITY RAILCAR LEASING CORPORATION
2525 Stemmons Freeway
Dallas, Texas 75207
(214) 631-4420

#45

July 3, 1990

Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue
Washington, D.C. 20423

10736-C
RECORDATION NO. FILED 1425
JUL 24 1990 -2 05 PM
INTERSTATE COMMERCE COMMISSION
JUL 21 1 54 PM '90

Attn: Mrs. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation are the following documents relating to the Indenture dated as of August 15, 1979 (the "Indenture") between Trinity Railcar Leasing Corporation (the "Company") and NCNB Texas National Bank, Assignee of the Federal Deposit Insurance Corporation, as Receiver of First Republic Bank Dallas, N.A. (formerly named Republic National Bank of Dallas) (the "Trustee"), as Trustee:

1. One (1) original and two (2) copies of a lease dated July 10, 1989 (the "Texasgulf Lease") between the Company as lessor and Texasgulf, Inc., as lessee, a primary document as defined in the foregoing Rules and Regulations; 10736-B
2. One (1) original and two (2) copies of a lease dated September 1, 1989 (the "Canadian Pacific Lease") between the Company, as lessor and Canadian Pacific Limited, as lessee, a primary document as defined in the foregoing Rules and Regulations; and 10736-C
3. Three (3) original Indenture Supplements dated as of July 3, 1990 (the "Supplement") between the Company and the Trustee, a secondary document as defined in the foregoing Rules and Regulations. 10736-D

The Indenture was filed and recorded under recordation number 10736 on August 13, 1979, and supplemented by a lease dated November 10, 1978, between the Company and Ideal Basic Industries, Inc. under recordation number 10736-A.

10736-A
C. J. Karpel

Secretary
Interstate Commerce Commission
July 3, 1990
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The addresses of the parties to the enclosed document are:

1. Texasgulf Lease:

Lessor: Trinity Railcar Leasing Corporation
2525 Stemmons Freeway
Dallas, Texas 75207

Lessee: Texasgulf, Inc.
High Ridge Park
Stamford, CT 06904

2. Canadian Pacific Lease:

Lessor: Trinity Railcar Leasing Corporation
2525 Stemmons Freeway
Dallas, Texas 75207

Lessee: Canadian Pacific Limited
Windsor Station
Montreal, PQ H3C 3E4

3. Supplement:

Company: Trinity Railcar Leasing Corporation
2525 Stemmons Freeway
Dallas, Texas 75207

Trustee: NCNB Texas National Bank
NCNB Plaza
901 Main Street
16th Floor
Dallas, Texas 75202

A description of the railroad equipment covered by (i) the Texasgulf Lease is set forth in Exhibit A hereto, (ii) the Canadian Pacific Lease is set forth in Exhibit B hereto and (iii) the Supplement is set forth in Exhibit C hereto. The foregoing railroad equipment consists solely of rail cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$45.00 to cover the required recordation fees.

You are hereby authorized to deliver stamped copies of the enclosed documents not needed for your records to the representative of Alvord & Alvord who is delivering this letter and said enclosures to you.

Secretary
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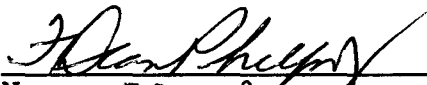
Short summaries of the documents to appear in the Commission's Index File are as follows:

1. Primary Document. Lease dated July 10, 1989 between Trinity Railcar Leasing Corporation, Lessor, and Texasgulf, Inc., as Lessee, covering various railroad cars.

2. Primary Document. Lease dated September 1, 1989 between Trinity Railcar Leasing Corporation, Lessor, and Canadian Pacific Limited, as Lessee, covering various railroad cars.

3. Secondary Document. Indenture Supplement dated July 3, 1990 between Trinity Railcar Leasing Corporation and NCNB Texas National Bank, as Trustee (relating to Indenture dated as of August 15, 1979 between Trinity Railcar Leasing Corporation and NCNB Texas National Bank, Assignee of the Federal Deposit Insurance Corporation, as Receiver of First Republic Bank Dallas, N.A. (formerly named Republic National Bank of Dallas), as Trustee), covering various railroad cars.

TRINITY RAILCAR LEASING
CORPORATION


Name: F. DEAN PHELPS, JR.
Title: VICE PRESIDENT

MMH:sb
Enclosures
Q:\83543\08894\F0030024

TRINITY RAILCAR LEASING CORPORATION
RAILROAD CAR LEASE AGREEMENT

RECORDATION NO. 10736-C FILED 1425

JUL 24 1990 -2 05 PM

This Agreement, made this 1st day of September, 1989, between Trinity Railcar Leasing Corporation, a Delaware corporation, with its principal office at 2525 Stemmons Freeway, Dallas, Texas, 75207 (hereinafter called "Lessor") and Canadian Pacific Limited, a corporation incorporated under the laws of Canada, with its principal office at Windsor Station, Montreal, PQ H3C 3E4 (hereinafter called "Lessee").

In consideration of the mutual terms and conditions hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1: LEASE AGREEMENT

Lessor agrees to lease to the Lessee, and Lessee agrees to lease from Lessor, the cars shown on each Rider hereto and such additional Riders as may be added from time to time by agreement of the parties and signed by their duly authorized representative (all such cars being hereinafter referred to as the "cars"). Each Rider shall set forth a brief description of the car or cars covered thereby, including such facts as the number of cars, the AAR or DOT specifications, rental charges, term throughout which the car or cars shall remain in Lessee's service and such other information as may be desired by both parties. It is the intent of all parties to this Agreement to characterize this Agreement as a true lease.

ARTICLE 2: DELIVERY

Lessor agrees to deliver each car to Lessee, freight charges collect, in the yard of the delivering line at the point specified by the Lessee, and Lessee agrees to accept such delivery. The obligations of the Lessor to deliver the cars shall be excused, and Lessor shall not be liable for any causes beyond the reasonable control of Lessor (including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materials suppliers, governmental authority, late delivery by the manufacturer of the cars or late delivery by a prior lessee) and, in the event of a delay in such delivery, Lessor shall deliver the cars to Lessee as soon as reasonably possible thereafter.

ARTICLE 3: CONDITION OF CARS - ACCEPTANCE

All cars delivered under this lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Rider; but Lessee shall be solely responsible for determining that cars are in proper condition for loading and shipment. Lessee shall inspect the cars promptly after they are delivered and shall notify Lessor in writing within five days after delivery of its rejection of any car, and the specific reasons for such rejection. Failure by the Lessee to inspect car within five days after delivery, and/or the successful loading of any car by Lessee, shall constitute acceptance of the car by Lessee and shall be conclusive evidence of the fit and suitable condition of such car.

ARTICLE 4: RENTALS

Lessee agrees to pay to Lessor for the use of each car the monthly rental set forth in the Rider applicable to such car from the date such car is delivered to Lessee until such car is returned to Lessor, as hereinafter provided in Article 18. The rental shall be payable in advance to Lessor at 2525 Stemmons Freeway, Dallas, Texas, 75207, or at such other address as Lessor may specify by notice to Lessee on or before the first day of the month of the term hereof; provided, however, that the rental for each car for the month in which it is delivered shall be prorated for the number of days (including the day of delivery) remaining in such month and shall be payable on or before the first day of the next succeeding month.

ARTICLE 5: MILEAGE ALLOWANCE

Lessor shall collect all mileage earned by the cars during the lease term and shall credit to the rental of Lessee, for the annual accounting period, such mileage earned by the cars while in the service of Lessee, as and when received from the railroads according to, and subject to, all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable for such annual accounting period.

ARTICLE 6: TERM

This Agreement shall be effective as dated and will expire upon the completion of the leasing arrangement shown on attached Riders of the last car or cars covered hereunder. The lease term, with respect to all cars covered by a particular Rider, shall commence on the average date of delivery of the cars covered by such Rider; and shall terminate as specified in such Rider, unless sooner terminated in accordance with provisions of this lease.

ARTICLE 7: USE AND POSSESSION

Throughout the continuance of this lease so long as Lessee is not in default under this lease, Lessee shall be entitled to possession of each car from the date the lease becomes effective as to such car; and shall use such car on its own property or lines in the usual interchange of traffic; provided, however, that Lessee agrees that the cars shall at all times be used: (a) in conformity with all applicable AAR Interchange Rules and rules and regulations of Transport Canada; (b) in compliance with the terms and conditions of this lease; (c) only in the continental limits of the United States and Canada unless Lessee has specific written authorization from Lessor.

In the event any car is used outside of the continental United States, for any reason whatsoever, Lessee shall assume full responsibility for all costs, taxes, duties or other charges incidental to such use, including costs incurred in returning car to the continental United States and any investment tax credit which may be recaptured by Lessee's use of car predominantly outside of the United States within the meaning of the Internal Revenue Code.

ARTICLE 8: EMPTY MILEAGE INDEMNIFICATION

Lessee agrees that it will use its best efforts to so use the cars that their total mileage under load will equal or exceed their mileage empty on each railroad over which the cars move. Should the empty mileage exceed the loaded mileage, the Lessee shall pay to the Lessor for such excess at the rate and at the time established by the tariff of the railroad on which such excess of empty miles has accrued. For the purpose of this paragraph, the railroad mileage reports received by Lessor shall be prima facie evidence of the facts reported therein.

ARTICLE 9: ADDITIONAL CHARGES BY RAILROADS

Lessee agrees to use the cars, upon each railroad over which cars shall move, in accordance with the then prevailing tariffs to which each railroad shall be a party; and if the operation or movements of any of the cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay to Lessor the amount of such charges within the period prescribed by and at the rate and under the conditions of the then prevailing tariffs. Lessee agrees to indemnify Lessor against any such charges, and shall be liable for any switching, demurrage, track storage, detention or special handling charges imposed on any car during the term hereof.

ARTICLE 10: LESSEE'S RIGHT TO TRANSFER OR SUBLEASE

Lessee shall not transfer, sublease or assign the car or its interests and obligations pursuant to this Agreement, nor shall a transfer, sublease or assignment by operation of the law or otherwise of Lessee's interest in the cars or this Agreement be effective against Lessor without Lessor's prior written consent, which consent shall not be unreasonably withheld. No transfer, sublease or assignment of the Agreement, or of the cars, shall relieve Lessee from any of its obligations to Lessor under this Agreement.

Notwithstanding the foregoing paragraph, Lessee shall have the right to sublease any of the cars for single trips to its customers or suppliers, and to cause each car so subleased to be boarded or placarded with the name of the sublessee in accordance with the provisions of the demurrage tariffs lawfully in effect, where the sole purpose of such subleasing is to obtain an exemption from demurrage for said cars so subleased; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor for the fulfillment of Lessee's obligations under this lease; and providing further, that Lessor shall have the right, at any time, to withdraw the privilege of subleasing hereinabove granted to Lessee.

ARTICLE 11: MAINTENANCE RESPONSIBILITY

Lessor agrees to maintain the cars in good condition and repair according to the Interchange Rules of the Association of American Railroads (AAR). Lessee agrees to notify Lessor promptly when any car is damaged or in need of repair, and to forward such cars and any other cars subject to this lease to shops as directed by Lessor for repairs and/or periodic maintenance and inspections. No repairs to any of the cars shall be made by Lessee without Lessor's prior written consent, except that Lessee shall, at its expense, replace any removable tank part (dome covers, outlet caps, etc.) if lost or broken. Replacement or repair by Lessee of any parts, equipment and/or accessories on any of the cars shall be with parts, equipment and/or accessories that are of like kind and of at least equal quality to those being replaced or repaired, unless otherwise agreed in writing by Lessor. Lessee agrees that it will assume the responsibility for the maintenance and replacement of safety valves, angle valves and check valves; and, if cars are so equipped, thermometer well, gauging device, regulator valves, safety heads and top unloading valves.

On hopper cars, Lessee will be responsible for inspection and cleaning of the operating mechanisms of the outlets, hatches and special fittings on cars leased herein. Further, any damage to such outlets, hatches, special fittings or the operating mechanisms will be repaired for the account of the Lessee.

When cars are placed in a private shop for maintenance or repair, the rental charges shall cease on date of arrival in the shop, except in the case where a car arrives without advance notice of defects from Lessee, in which case rental charges will cease on communication of such notice of defects from Lessee and shall be reinstated on the date that the car is forwarded from the shop or on the date that the car is ready to leave, awaiting disposition instructions from Lessee. If any repairs are required as a result of the misuse by, or negligence of Lessee or its consignee, agent or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charges shall continue during the repair period, and Lessee agrees to pay Lessor for the cost of such repairs.

ARTICLE 12: LOSS OR DESTRUCTION

If any of the cars shall be completely destroyed, or if the physical condition of any car shall become such that the car cannot be operated in railroad service, as determined by the parties, then Lessor may, at its option, cancel this lease as to such car as of the date on which such event occurred, or may substitute another car within a reasonable period of time. In the event of such substitution, the substituted car shall be held pursuant to all the terms and conditions of this Agreement. Lessee agrees that if a car is lost or destroyed or is in such physical condition that it cannot be operated in railroad service by reason of misuse or negligence of Lessee or its consignee, agent or sublessee or while on a railroad that does not subscribe to the AAR Interchange Rules or while on any private siding or track or any private or industrial railroad, Lessee will pay Lessor, in cash, the depreciated value of such car as determined by Rule #107 of the AAR Interchange Rules within ten (10) days following a request by Lessor for such payment.

ARTICLE 13: LOSS OF COMMODITY

Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the cars however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage or claim therefore.



ARTICLE 14: DAMAGE TO CAR BY COMMODITY

Lessee shall be liable for damage to any car covered by this Agreement, whether or not due to Lessee's negligence, if caused by the commodity loaded therein. Lessee assumes such responsibility for damage by the commodity to the tank, fittings or appurtenances thereto, including the interior lining for tanks so equipped. Lessee will use said cars for the transportation and handling of commodities which will not injure the cars, unless otherwise specified in a Rider.

ARTICLE 15: ALTERATION AND LETTERING

Lessee will preserve the cars in good condition and will not in any way alter the physical structure of the cars without the advance approval, in writing, of the Lessor. Lessee shall place no lettering or marking of any kind upon the cars without Lessor's prior written consent, provided however, that Lessee may cause said cars to be stencilled, boarded, or placarded with letters not to exceed two inches (2") in height to indicate to whom the cars are leased and with commodity stencils per AAR or DOT specifications.

ARTICLE 16: LININGS AND COATINGS

The application, maintenance and removal of interior protective linings and coatings in cars so equipped is to be at the expense of the Lessee unless otherwise specified on the Rider. Commodity or mechanical damage to such linings or coatings shall be for the account of the Lessee.

ARTICLE 17: INTERIOR PREPARATION FOR COMMODITIES

Any cleaning or special preparation of the interior of cars to make them suitable for the shipment of commodities by or for Lessee during the term of the lease shall be done at Lessee's expense unless otherwise agreed.

ARTICLE 18: RETURN OF CARS - CLEANING

At the expiration of the lease term as provided in the Riders, Lessee shall, at its expense, return the cars to the Lessor at the location and to the agent selected by the Lessor empty, clean and free from residue, and in the same good condition as the cars were in when delivered, except for normal wear and tear. At the expiration, should car cleaning be required, the Lessee shall bear the full cost of cleaning and the rent shall continue until the car is clean.

ARTICLE 19: MODIFICATIONS

Lessor and Lessee agree that if, at any time after the effective date of any Rider, changes in car design or equipment are required by the AAR, DOT, FRA or any other governmental authority, Lessor may, at its option, perform all modifications so ordered and that the cost of those modifications shall be reflected in an increase in the monthly rental rate per car according to the rental escalation formula shown on the Rider for that car.

ARTICLE 20: HIGH MILEAGE

Since the rentals and other terms of this Agreement are based on normal usage of cars in non-unit train or other non-high mileage operations, Lessee agrees not to use cars in unit train or other designated high mileage usage without prior written consent of Lessor. Each car is limited to the number of total loaded and empty miles per calendar year shown on the Rider and is subject to a surcharge also shown on the Rider for all excess miles.

ARTICLE 21: USE OF CARS ON CERTAIN ROADS UNDER AAR CIRCULAR OT-5

Upon the written request of Lessee (which request shall name the railroads involved) Lessor shall use reasonable efforts to obtain from each named railroad authority to place the cars (other than tanks) in service under the provisions of AAR Circular OT-5 as promulgated by the Association of American Railroads and all supplements thereto and reissues thereof (such authority hereinafter called "consent(s)"). Lessee shall furnish to Lessor such information as is necessary to apply for and obtain such consents. Lessor, however, shall not be liable for failure to obtain such consents for any reason whatsoever and this Agreement shall remain in full force and effect notwithstanding any failure of Lessor to obtain such consents.

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ARTICLE 22: INDEMNIFICATIONS

- A. Lessee shall indemnify and save harmless Lessor from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and from and against any and all loss, damages or expenses suffered or incurred by Lessor or its employees including injuries, as well as those resulting in death, and damage to or destruction of cars when such loss, damages, expenses or injuries is/are occasioned by the fault of Lessee, or in those instances in which the AAR Interchange Rules would assign responsibility for loss or damage to Lessee, or in anyway arises out of, or results from, the condition, storage, use, loss of use, maintenance or operations of the cars, or any other cause whatsoever except to the extent the same results from Lessor's negligence or except to the extent a railroad has assumed full responsibility and satisfies such responsibility; provided however, when Lessor's employees and/or agents are on the premises of Lessee to inspect the cars of the Lessee pursuant to Article 27 below, Lessee shall bear responsibility for any loss, damages, expenses or injuries, including injuries resulting in death, to such persons to the extent only that Lessee, its employees and/or agents cause or contribute thereto.
- B. Subject to Article 22.A, and except as otherwise stipulated in this Agreement, Lessor shall indemnify and save harmless Lessee from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and from and against any and all loss, damages or expenses suffered or incurred by Lessee or its employees, including injuries, as well as those resulting in death, and damage to or destruction of the cars, usual wear and tear excepted, including, but not limited to, those brought, prosecuted, suffered or incurred against or by Lessee in connection with the leasing or return of the cars, use, maintenance, repair, replacement or operation of the cars or the condition of the cars, provided, however, that the foregoing indemnity shall apply only to the extent to which the negligence of Lessor, its employees and/or agents caused or contributed to such claims, demands, expenses, awards, actions, proceedings, loss, damages or destruction, and only to the extent that the injury or damage giving rise to such claim, demand, expense, award, action, proceeding, loss, damage or destruction occurs while the cars are in the possession of the Lessor or such injury or damage is attributable in whole or in part to the negligent acts or omissions of employees or agents of Lessor while the cars are in the possession of Lessee and while such employees or agents are on premises owned or leased by Lessee. This indemnity shall not include any claim by Lessee that would otherwise be prohibited by Article 26 of this Agreement.

ARTICLE 23: TAXES AND LIENS

Lessor shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the cars, except that Lessee shall be liable for and pay such taxes when cars bear reporting marks and numbers other than Lessor's. Lessee shall be liable at all times for and shall pay or reimburse Lessor for the payment of any sales, use, leasing, operation, excise, gross receipts and other taxes with respect to the cars, together with any penalties, fines or interest thereon and all duties, imposts, taxes, investment tax credit reductions and similar charges arising out of the use of cars outside the continental United States.

Lessee shall keep the cars free from any and all encumbrances or liens and promptly discharge any such lien, encumbrance or legal process.

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ARTICLE 24: DEFAULT AND REMEDIES

If Lessee defaults in the payment of any sum of money to be paid under this Agreement and such default continues for a period of ten (10) days after written notice to Lessee of such default or if Lessee fails to perform any covenant or condition required to be performed by Lessee, which failure shall not be remedied within ten (10) days after notice thereof by Lessor to Lessee or if Lessee shall dissolve, make or commit any act of bankruptcy or if any proceeding under any bankruptcy or insolvency statute or any laws relating to relief of debtors is commenced by Lessee or if any such proceeding is commenced against Lessee and same shall not have been removed within thirty (30) days of the date of the filing thereof or if a receiver, trustee or liquidator is appointed for Lessee or for all or a substantial part of Lessee's assets with Lessee's consent or if without Lessee's consent the same shall not have been removed within thirty (30) days of the date of the appointment thereof or if an order, judgement or decree is entered by a court of competent jurisdiction and continues unpaid and in effect for any period of thirty (30) consecutive days without a stay of execution or if a writ of attachment or execution is levied on any car and is not discharged within ten (10) days thereafter, Lessor may exercise one or more of the following remedies with respect to the cars:

1. Immediately terminate this Agreement and Lessee's rights hereunder;
2. Require Lessee to return the cars to Lessor at Lessee's expense, and if Lessee fails to so comply, Lessor may take possession of such cars without demand or notice and without court order or legal process. Lessee hereby waives any damages occasioned by such taking of possession, whether or not Lessee was in default at the time possession was taken, so long as Lessor reasonably believes that Lessee was in default at such time. Lessee acknowledges that it may have a right to notice of possession and the taking of possession with a court order or other legal process. Lessee, however, knowingly waives any right to such notice of possession and the taking of such possession without court order or legal process;
3. Lease the cars to such persons, at such rental, and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such leasing, less all costs and expenses incurred in the recovery, repair, storage and renting of such cars, toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which, at Lessor's option, shall be paid monthly as suffered or immediately, or at the end of the term as damages for Lessee's default;
4. Bring legal action to recover all rent or other amounts then accrued or thereafter accruing from Lessee to Lessor under any provision hereunder;
5. Pursue any other remedy which Lessor may have.

Each remedy is cumulative and may be enforced separately or concurrently. In the event of default, Lessee shall pay to Lessor all costs and expenses, including reasonable attorneys' fee expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest on any amount owing to Lessor from the time such amount becomes due hereunder at a rate per annum equal to three percentage points above the prime rate of NCNB Texas National Bank, Dallas, such rate to be reduced, however, to the extent it exceeds the maximum rate permitted by applicable law. In addition, Lessee shall, without expense to Lessor, assist Lessor in repossessing the cars and shall, for a reasonable time, if required, furnish suitable trackage space for the storage of the cars.

If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such nonperformance, may itself render such performance. Lessee shall reimburse Lessor on demand for all sums so paid by Lessor on Lessee's behalf, together with interest at a rate equal to three percentage points above the prime rate of NCNB Texas National Bank, Dallas, such rate to be reduced, however, to the extent it exceeds the applicable law.



ARTICLE 25: SUBORDINATION

The Agreement and all rights of Lessee (and of any persons claiming or who may hereafter claim under or through Lessee) under the Agreement, including any purchase option or options therein provided for, are hereby made subject and subordinate to any chattel mortgage or conditional sale agreement heretofore or hereafter placed on the cars leased, or to be leased, under the Agreement and to any equipment trust agreement heretofore or hereafter established with respect to any cars leased, or to be leased, hereunder and to all the rights of the trustee under any such equipment trust agreement. Any lease, sublease or loan of cars made by Lessee and otherwise permitted by Article 10 of the Agreement shall be expressly made subject to the above subordination. Lessee represents that all such leases, subleases or loans of cars now outstanding are terminable at will.

ARTICLE 26: WARRANTIES

LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE CARS. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE CARS OR BY ANY DEFECT THEREIN. During the period of any lease hereunder in which Lessee renders faithful performance of its obligations, Lessor hereby assigns to Lessee any factory or dealer warranty, whether express or implied, or other legal right Lessor may have against the manufacturer in connection with defects in the cars covered by this Agreement.

ARTICLE 27: RIGHT OF INSPECTION

Lessor, or its assignee, shall, at any reasonable time and without interfering with Lessee's operations, have the right to inspect the cars by its authorized representative wherever they may be located for the purpose of determining compliance by Lessee with its obligations hereunder. Lessee shall use its best effort to obtain permission, if necessary, for Lessor or its representative to enter upon any premises where the cars may be located.

ARTICLE 29: MISCELLANEOUS

This Agreement, together with any and all exhibits attached hereto, constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered or changed except by written agreement signed by the parties hereto. No waiver of any provision of this Agreement or consent to any departure by Lessee therefrom shall be effective unless the same shall be in writing, signed by both parties and then such waiver of consent shall be effective only in the specific instance and for the purpose for which given.

1. Governing Law

This Agreement shall be interpreted under and performance shall be governed by the laws of the State of Texas.

2. Conflict with Interchange Rules

In the event the Interchange Rules conflict with any provision of this Agreement, this Agreement shall govern.

3. Exhibits

All exhibits attached hereto are incorporated herein by this reference.

4. Payments

All payments to be made under this Agreement shall be made at the addresses set forth in Article 4.

5. Severability

If any term or provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Lease, and this Lease shall be valid and enforce to the fullest extent permitted by law.



6. Headings

The headings that have been used to designate the various Sections and Articles hereof are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretative or limiting the interpretation of the same.

7. Survival

All indemnities contained in this Agreement shall survive the termination thereof in respect of any obligations of either party hereto arising prior to its termination date. Lessor shall have the right to recover from Lessee any and all rental and other amounts which, under the terms of this Agreement, may be due at said date of termination or which have accrued to that date, together with Lessor's costs and expenses, including reasonable attorneys' fees, incurred in securing the enforcement thereof, and shall be entitled to pursue any and all other remedies to which it may be entitled at law or in equity.

8. Insurance

During the term of this Agreement, Lessee shall insure or self-insure the cars for physical damage against liability imposed by law for injury to, or death of, persons or damage to or destruction of property arising out of the use and operation of the cars to the same extent, in the same manner and according to the same policies and practices as is the Lessee's practice in respect to the Lessee's own equipment.

ARTICLE 30: ADDRESSING OF NOTICES

Any notice required or permitted hereunder shall be in writing and shall be delivered to the respective parties hereto by personal delivery thereof or by telegram, telex, telecopier or deposit in the United States mail as a certified or registered matter, return receipt requested, postage prepaid, and addressed to the respective parties as follows, unless otherwise advised in writing.

Lessee to Lessor:

Lessor to Lessee:

TO: Trinity Railcar Leasing Corp.
2525 Stemmons Freeway
Dallas, TX 75207

TO: Canadian Pacific Limited
Windsor Station
Montreal, PQ H3C 3E4

ATTENTION: Richard G. Brown
Executive Vice President

ATTENTION: CLIFFORD

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the 6TH day of MARCH, 1990.

LESSOR: TRINITY RAILCAR LEASING CORPORATION

By: Richard G. Brown
Richard G. Brown
Executive Vice President

ATTEST:

By: Michael J. Shroy
Assistant Secretary

LESSEE: CANADIAN PACIFIC LIMITED

By: [Signature]
Vice-President

ATTEST:

By: [Signature]
ASSISTANT SECRETARY

[Signature]
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THE STATE OF TEXAS

COUNTY OF DALLAS

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Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard G. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Trinity Railcar Leasing Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 5TH day of February, 1990.

Alvin Beggs
Notary Public in and for
Dallas County, Texas
My Commission Expires: 5/90

THE PROVINCE OF QUEBEC)
COUNTRY OF CANADA)

On this 9TH day of MARCH, 19 90, before me personally appeared P. BERNADET, to me personally known, who, being by me duly sworn, says that he is ASSISTANT SECRETARY of CANADIAN PACIFIC LTD., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

André Groulx notary
Notary Public
My Commission Expires: is for life

RIDER ONE (1) TO RAILROAD CAR LEASE AGREEMENT

Effective this 1st day of September, 1989, this Rider shall become a part of the Railroad Car Lease Agreement between Trinity Railcar Leasing Corporation, Lessor, and Canadian Pacific Limited, Lessee, dated September 1, 1989, and the cars described herein shall be leased to Lessee, subject to the terms and conditions in said Railroad Car Lease Agreement, during the term and for the rental shown below:

<u>Number of Cars</u>	<u>Type and Description</u>	<u>Approximate Capacity (gallorage or cubic feet)</u>	<u>Base Monthly Rental (Per Car)</u>
54	Covered triple hopper cars equipped with trough hatches and gravity outlets. TRNX 500043-500049, 500051-500085, 500087, 500088, 500090, 500091, 500094-500099, 500800, 500803	4,750 CF	\$450

Escalation of Monthly Rental Charge:

1. Modifications - In accordance with Article 19 of Railroad Car Lease Agreement, any change in car design required by the AAR, DOT, FRA or other governmental authority during the term of this lease will cause the monthly car rental to increase for each car on the month following its modification as follows:
 - A. For modification with a useful life equal to the car itself, car rental will increase by a monthly rate of \$1.75 per car for each \$100 of Lessor's cost incurred in the course of making modification.
 - B. For modification with a useful life less than that of the car, monthly car rental increase will equal cost of modification, including the implicit cost of money at 10% per annum, divided by the number of months of estimated remaining life of the car.
2. High Mileage - In accordance with Article 20, in the event that a car travels more than 30,000 miles (empty and loaded) in any calendar year, the Lessee shall pay the Lessor \$0.03 per mile for each mile over 30,000 traveled by such car.

The minimum rental period for the cars leased hereunder shall be thirty-six (36) months, and the cars shall continue under lease thereafter for successive twelve (12) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to expiration of the initial term or any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release of the last car covered by this Rider.

Effective Riders 1 Cancels Rider Number N/A

TRINITY RAILCAR LEASING CORPORATION

By: *Richard L. Brown*
Executive Vice President

CANADIAN PACIFIC LIMITED

By: *[Signature]*
Vice-President

Bernard
ASSISTANT SECRETARY

H/CW(4)

RECEIVED
MAR 15 1990
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